



03-28-2002

U.S. Patent &amp; TMOtc/TM Mail Rpt. Dt. #40

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

FD-302 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Speedera Networks, Inc.

3-28-02

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other Delaware

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Amendment to Security Agreement

Execution Date: 01/15/02

## 2. Name and address of receiving party(ies)

Name: Hewlett-Packard Company

Internal

Address:

Street Address: 333 Logue Avenue

City: Mountain View State: CA Zip: 94043

☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State Delaware

☐

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/873265;  
76/111016; 76/052114; 78/007947

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Murphy Sheneman Julian &amp; Rogers

Internal Address:

Street Address: 101 California St, Suite 3900

Attn: Ted H. Sien

City: San Francisco State: CA Zip: 94111

## 6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 170.00

☐

Enclosed

☒

Authorized to be charged to deposit account

## 8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

## 9. Signature.

Christine E. Wilson

Ted H. Sien

Ted H. Sien

Name of Person Signing

Signature

03/26/02

Date

04/16/2002 DBYRNE

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Total number of pages including cover sheet, attachments, and document:

01 FC:481  
02 FC:48240.00 CH  
100.00 CHMail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002483 FRAME: 0508

**ATTACHMENT TO RECORDATION COVER SHEET (TRADEMARKS ONLY)**

DEBTOR: SPEEDERA NETWORKS, INC.

SECURED PARTY: HEWLETT-PACKARD COMPANY

Serial No.
76/346257

SECOND AMENDMENT TO  
SECURED U.S. \$10,000,000 PROMISSORY NOTE  
and  
FIRST AMENDMENT TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS SECOND AMENDMENT TO SECURED U.S. \$10,000,000 PROMISSORY NOTE and FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Amendment") is dated as of January 23, 2002, effective as of January 15, 2002 (the "Effective Date") and is entered into by and between SPEEDERA NETWORKS, INC., a Delaware corporation (the "Company") and HEWLETT-PACKARD COMPANY, a Delaware corporation, its successors and assigns ("HP").

RECITALS

A. The Company and HP are parties to that certain Note and Warrant Purchase Agreement effective as of May 22, 2000 (the "Note Purchase Agreement"), pursuant to which the Company issued to HP that certain Secured U.S. \$10,000,000 Promissory Note dated May 22, 2000, as amended by that certain First Amendment to Secured U.S. \$10,000,000 Promissory Note dated March 30, 2001 (as amended, the "Note") and that certain Warrant to Purchase Series B Preferred Stock of the Company dated May 22, 2000, as amended by that certain First Amendment to Warrant to Purchase Series B Stock dated March 30, 2001 (as amended, the "Warrant"). Pursuant to the Warrant, the Note and the Other Transaction Documents executed in connection therewith, HP agreed to provide financial accommodations to or for the benefit of the Company upon the terms and conditions contained therein. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein.

B. The Company and HP entered into that certain Patent, Trademark and Copyright Security Agreement dated as of May 22, 2000 (the "IP Security Agreement") pursuant to which the Company granted to HP a security interest in all of its intellectual property collateral.

C. The Company has requested that HP agree to (i) a reduction in the outstanding principal amount of the Note to \$3,000,000 in consideration for a cash payment by the Company in the amount of \$700,000, and (ii) certain other amendments to the repayment provisions of the Note. HP has agreed to such request, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and HP hereby agree as follows:

1. Payment of Principal; Adjustment of Outstanding Principal Amount. In consideration for cash payment by the Company of \$700,000 (the "Cash Payment"), on the Effective Date, the outstanding principal amount under the Note, as amended by this Amendment, shall be \$3,000,000. As of the date hereof and immediately prior to the Cash Payment, \$7,095,162.94 principal is outstanding under the Note, together with accrued, unpaid interest in the amount of \$29,661.72, which is the amount of interest accrued through January 14, 2001, resulting in a total outstanding balance equal to \$7,124,824.66. Immediately following the Cash Payment, \$3,000,000 principal shall remain outstanding under the Note, together with accrued, unpaid interest in the amount of \$00.0, resulting in a total outstanding balance equal to \$3,000,000, and HP releases the Company from the obligations in the amount by which \$7,124,824.66 exceeds \$3,000,000. Notwithstanding the foregoing, interest shall accrue on the \$3,000,000 from the Effective Date at the rate set forth in the Note. The Company hereby confirms the obligations to HP in the amount of \$3,000,000.

2. Consent to Payment to Comdisco. Subject to the receipt by HP of the Cash Payment pursuant to the terms of this Agreement and the effectiveness of this Agreement, HP consents to the payment by the Company to Comdisco, Inc. in the amount of \$750,000.

3. Delivery of Audited Financial Statements. Notwithstanding anything to the contrary in the Note or the Note Purchase Agreement, HP consents to the Company's delivery of the audited financial statements to HP for the year ended December 31, 2001, on or before March 31, 2002.

4. Amendment of Note and IP Security Agreement.

(a) Definition of Transaction Documents. The definition of "Transaction Documents" is hereby amended by adding the following language immediately after the phrase "shall mean the Note Purchase Agreement, this Note,":

the Patent, Trademark and Copyright Security Agreement dated as of the date hereof between the Company and HP,

(b) Definition of Maturity Date. The definition of Maturity Date is hereby deleted and replaced by the following:

"Maturity Date" shall mean December 31, 2005.

(c) Section 2(b) of the Note is amended by (i) deleting the third and fourth sentences of such subsection beginning with the words "Interest shall be due and payable quarterly in advance" and ending with the words "commencing on January 1, 2003", and (ii) in the seventh sentence deleting the words "Notwithstanding the foregoing, all" and replacing it with the word "All". All other sentences in such subsection remain unchanged.

(d) Prepayment. Section 2(e) of the Note is hereby added to read as follows:

(e) Prepayment. The Company may prepay \$3,000,000 of the principal amount of this Note on or before April 15, 2002 by making a cash payment of \$1,000,000, together with all accrued and unpaid interest

and fees. Upon such prepayment, all Obligations shall be fully satisfied and the Note shall be cancelled.

(e) Intellectual Property Schedule. Each of Attachment I to Schedule C to the Note and Schedule II to the IP Security Agreement is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto. The Company authorizes HP to file this Agreement in the Patent and Trademark Office in connection with the amendment to Exhibit A to the IP Security Agreement.

5. Company Representations and Warranties. In order to induce HP to enter into this Amendment, the Company hereby represents and warrants that all of the Company's representations and warranties set forth in (i) that certain Series C Preferred Stock Purchase Agreement dated concurrently herewith between the Company and certain persons listed therein, (ii) the Note Purchase Agreement, and (iii) the Note, are true and correct as of the date hereof, and such representations and warranties, together with the Schedule of Exceptions attached as Exhibit C to the Series C Preferred Stock Purchase Agreement dated concurrently, and other schedule of exceptions attached to any of the foregoing, are incorporated herein by this reference. The Company represents and warrants that the execution, delivery and performance by the Company of this Amendment, and the consummation by the Company of the transaction contemplated hereby (i) are within the power of the Company, and (ii) have been duly authorized by all necessary actions on the part of the Company. This Amendment has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute upon such due execution and delivery, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

6. Conditions of HP to Closing. HP's obligations hereunder are subject to the satisfaction, on or prior to the Effective Date, of all the following conditions:

(a) Documents. The Company shall have duly executed and delivered to HP this Amendment.

(b) Cash Payment. The Company shall have paid to HP the Cash Payment.

7. Company Conditions to Closing. The obligations of the Company hereunder are subject to the condition that HP shall have duly executed and delivered to the Company this Amendment.

8. Miscellaneous.

(a) Entire Agreement. This Amendment, together with the Transaction Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

(b) Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and

the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(c) Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

(d) Recitals. The recitals set forth at the beginning of this Amendment are true and correct, and such recitals are incorporated into and are a part of this Amendment.

(e) Governing Law; Jurisdiction. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS. HP and the Company hereby consent and agree that the state or federal courts located in Santa Clara County, California shall have exclusive jurisdiction to hear and determine any claims or disputes arising hereunder or under the Other Transaction Documents, provided, that HP and the Company acknowledge that any appeals from said courts may have to be heard by a court located outside such location, and provided further, that nothing herein shall preclude HP from taking legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of HP.

(f) Effect. Upon the effectiveness of this Amendment, each reference in the Note to "this Note," "hereunder," "hereof," or words of like import shall mean and be a reference to the Note as amended hereby. Each reference in the Other Transaction Documents to the "Note," "thereunder," "thereof," or words of like import shall mean and be a reference to the Note as amended hereby.

(g) No Novation. Except as expressly provided in this Amendment, the execution, delivery, and effectiveness of this Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of HP under the Note or any Other Transaction Document, (ii) constitute a waiver of any provision in the Note or in any Other Transaction Document, or (iii) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Note, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(h) Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Note or the IP Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date second written above.

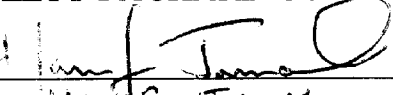
SPEEDERA NETWORKS, INC

By: 

Name: P. Michael Kasten

Title: VP + CFO

HEWLETT-PACKARD COMPANY

By: 

Name: HANIF JAMAL

Title: VICE PRESIDENT

**EXHIBIT A  
TO  
SECOND AMENDMENT TO  
SECURED U.S. \$10,000,000 PROMISSORY NOTE  
and  
FIRST AMENDMENT TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**PATENTS  
(including Patent Applications)**

<b>Docket No.</b>	<b>Country</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Title</b>
UDN0007	USA	August 23, 2000	09/648420	Method for Operating an Integrated Point of Presence Server Network
UDN0008	USA	August 23, 2000	09/644927	An Integrated Point of Presence Server
UDN0009	USA	August 18, 2000	09/641746	A User Device and System for Traffic Management and Content Distribution Over a World Wide Area Network
UDN0010	USA	August 18, 2000	09/640886	A Service Method for Traffic Management and Content Distribution Over a World Wide Area Network
UDN0011	USA	August 23, 2000	09/645067	Improved Performance Computer Network
UDN001P CT-1	Internati onal PCT	November 21, 2000	PCT/US00/323 06	A User Device and System for Traffic Management and Content Distribution Over a World Wide Area Network
UDN001P CT-2	Internati onal PCT	November 21, 2000	PCT/US00/319 39	Method for Operating an Integrated Point of Presence Server Network
UDN002	USA	August 11, 2000	09/638170	Scalable Domain Name System with Persistence and Latency
UDN002P	Internati	December	PCT/US00/	Scalable Domain Name



CT	onal PCT	14, 2000	33974	System with Persistence and Latency
UDN0003	USA	September 7, 2000	09/657016	Method for Determining Latency Between Multiple Servers and a Client
UDN0005	USA	February 7, 2000	Provisional - 60/188142	Decrypting Load Balance Array
UDN0005	USA	February 7, 2001	09/779071	Decrypting Load Balance Array
UDN006	USA	May 16, 2000	Provisional - 60/204914	Meta Content Delivery Network System
UDN006P CT	Internati onal PCT	May 16, 2001	PCT/US01/158 59	Meta Content Delivery Network System
UDN0019	USA	July 19, 2001	09/909651	Content Delivery and Global Traffic Management Network System
UDN0019 PCT	Internati onal PCT	July 1, 2001	PCT/US01/ 22977	Content Delivery and Global Traffic Management Network System
UDN0020	USA	July 1, 2001	09/909711	Method for Determining Metrics of a Content Delivery and Global Traffic Management Network
UDN0020 PCT	Internati onal PCT	July 1, 2001	PCT/US01/2293 1	Method for Determining Metrics of a Content Delivery and Global Traffic Management Network

**COPYRIGHTS**  
**(including Copyright Applications)**

<b>Country</b>	<b>Description</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Application or Registration Date</b>
None				

**TRADEMARKS**  
(including Trademark Applications)

Country	Description	Serial No.	Application or Registration Date
United States	SPEEDERA (text)	75/873265 76/111016	December 16, 1999 August 16, 2000
Canada	SPEEDERA (text)	Pending	June 13, 2000
China	SPEEDERA (text)	Registered – class 9. Pending Classes 38 & 42	June 16, 2000
Europe	SPEEDERA (text)	Registered	June 15, 2000
India	SPEEDERA (text)	Pending	June 13, 2000
Japan	SPEEDERA (text)	Pending	November 20, 2000
United States	SPEEDERA (logo)	76/052114	May 19, 2000
United States	SPEEEYE (text)	78/007947	May 12, 2000
United States	SPEEDSUITE (text)	76/346257	December 5, 2001